

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
Response to the queries by prospective bidders for bidding under SHAKTI B (v) - RfS				
1.	General	<p>Bidders may download the Bidding Document from MoP website, PFCCL website or MSTC ecommerce website.</p> <p>The last date for bidders to seek clarification is 01.12.2022 and the last date of submission of Bid is 21.12.2022 at or before 15:00 hrs (IST) on DEEP Portal. Response to invitation will be opened on the same day at 15:30 hrs (IST) on DEEP Portal.</p>	<p>1. Bidding Documents are not available on the MSTC Ecommerce website; hence format for submission of Price Offer is not available. It is requested to provide the link for MSTC Portal for the respective tender.</p> <p>2. Further, it is requested to conduct a demo session for the submitting the Price Bid and subsequent evaluation of successful bidders for better understanding.</p>	<p>1. Link for submitting Bid is https://www.mstcecommerce.com/auctionhome/ppa/index.jsp; event no shall be shared before 7 days of Bid Due Date on PFCCL website.</p> <p>2. Link for Demo session is https://www.mstcecommerce.com/auctionhome/ppa/index.jsp and event no is PFC Consulting Limited/Medium/ATP B (v)/22-23/ET/212 with last date of submission on 23.12.2022 at 5:00 PM.</p>
2.	General		In case holding company have multiple SPVs and those SPVs act as separate entity and have separate power station, then kindly clarify whether those SPVs can participate in the bid & also clarify that there is no conflict of interest between those SPVs.	The SPVs being separate entity can bid separately from their respective power station.
3.	General		Is there any deviation in the document from Standard Bidding Document (SBD)? If yes then do Aggregator/ Authorized Representative has taken approval from Appropriate Commission.	The Bidding Document has been prepared in line with the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the

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				SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof.
4.	General		Please clarify if the SHR to be considered as per CERC norms. Further SHR to be taken on a "gross" or "net" basis.	Bidder has to assess the same while submitting the bid. Further Bidder may refer to corrigendum no. 3 regarding quantity of coal.
5.	General		Also requesting for limit the number of start-up and stoppage of unit in any particular month, since most of the DISCOMs generally stop in week and start again in 2 days.	All parameters will be as per applicable technical Standards of CEA.
6.	General		Will there be any incentive for maintaining availability above the normative availability in a contract year?	No incentive is envisaged for maintaining availability above the normative availability
7.	General		There is no minimum off-take mentioned corresponding to the contracted capacity. What would be the minimum off-take for the utility.	No minimum off-take envisaged for the utility. However, Bidder has to maintain Normative Availability as per clause 5.1.2 of draft PPA.

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8.	General		<p>“Delivery Point” means any point in the Inter-State Transmission System where the Power Station of the Supplier is delivering power either through ISTS connectivity, or through a dedicated transmission line or through the Intra state transmission system of the state in which it is located Provided that in case this agreement has been signed pursuant to the bidding carried out by utilities located in the same state, Delivery Point, for the Supplier located in this state, shall mean any point in the Intra-State grid where the electricity is delivered by the Supplier;</p> <p>As per the RFS document MSEDCL has given a requirement of 1000 MW.</p> <p>The company’s power project is connected to the STU of Maharashtra.</p> <p>In case the company is a successful bidder, can the company be allowed to sign PPA with MSEDCL</p>	The power would be allocated to all participating utilities on pro-rata basis.
9.	General	Miscellaneous Clarification Regarding Technical Minimum Load	We understand that MTOA scheduling shall be done as per the IEGC Cl. 6.5 Scheduling and Dispatch procedure for long-term access, Medium –term and short-term open access. Accordingly,	All parameters will be as per applicable technical Standards of CEA.

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			technical minimum load shall be provided by the utility as per the IEGC.	
10.	General	A Pre Application meeting for Procurement of Aggregated Power of 4500 MW for Group of States under para B (v) of SHAKTI Policy has been scheduled on 07.12.2022 (Wednesday) at 11 AM through VC.	For better interaction between the participants, it is requested to schedule the Pre Application meeting in physical mode.	Pre bid meeting held on 07.12.2022 through VC.
11.	General		Currently we are under corporate insolvency resolution process vide order of the Hon'ble NCLT, whether we are eligible to participate in this tender?	Yes. Bidder may refer to corrigendum no. 3
12.	General		In case, there is a shortage in supply of linkage coal in a given month and seller is not able to arrange for imported coal, then how the supplier will be compensated for availability?	May kindly refer but not limited to clause no 11.5.3 of draft PPA.
13.	General		Since the Fuel is to be arranged under SHAKTI B (v) where the Authorised Representative will publish the Coal mines and after being successful bidder to sign the FSA, bidder has to surrender the existing FSA. Kindly waive off the	Existing FSA for the untied capacity to be dealt as per the contract with CIL.

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			penalty while surrendering the existing FSA.	
14.	General		As per the corrigendum No.1 dated November 30, 2022. Only 1 coal source has been offered. Will there be other coal sources added in the list in the future?	Bidder may refer to corrigendum no. 3 regarding coal source.
15.	General	Additional Fuel Supply Agreement	<p>If the fuel supplied by CIL or its subsidiaries for the Contracted Quantum is less for generation of 100% quantum then Supplier in consultation with Utility can arrange additional fuel to meet the requirement of 100% contracted capacity.</p> <p>In the event of Fuel Shortage, the Supplier shall make best efforts to identify, as soon as may be possible, additional source(s) of fuel supply and transportation to meet such Fuel Shortage (the "Additional Fuel Supply Arrangement" or "AFSA"). The Supplier shall notify the Utility of the details of the Landed Fuel Cost under the AFSA and provide such other information as the Utility may require, for demonstrating that the AFSA is based on best prices available for supply and transportation of such fuel. The Supplier</p>	No change is envisaged.

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			shall, with the concurrence of the Utility submit the AFSA for review and approval of the Appropriate Commission.	
16.	General		The company has signed an FSA under National Coal Distribution Policy (Old regime of Coal allocation) valid for a period of 25 years. The company is not receiving coal under the existing FSA. The company has an untied capacity of 100 MW for which it wants to participate in the RFS. Can the company participate in the RFS	Existing FSA for the untied capacity to be dealt as per the contract with CIL. May refer to corrigendum no 3 regarding details of coal. Contract period will be 5 years. Yes, the company can participate in the RFS.
17.	General		Kindly clarify whether bidders need to surrender their existing LOA/ FSA in case of coal allocation under this tender. In case the existing linkage LOA/ FSA holders participate in this tender, we request to also kindly clarify whether after the tenure of this APP, the existing pre-NCDP LOA/FSA as will be restored or not.	Existing FSA for the untied capacity to be dealt as per the contract with CIL.
18.	Clause 1.1.2	Name of Utilities *tentative and Contract Period	Please clarify the quantum mentioned in the table is the actual requirement of the utilities or same shall increase or decrease. Also, inform whether any other new utility shall be added in the list.	The tentative quantum may increase or decrease based on requirement of Utilities. The Bidding is being undertaken for aggregated power of Gross Capacity of 4500 MW (4178 MW Contracted Capacity).

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			Since all the Bidder may not have the power available for the complete period of 5 years, so it is requested to allow Bidders to offer power for a minimum Contract Period of 2 years and same be capped to 5 years.	Contract period shall be five years.
19.	Clause 1.1.2	Period when supply must commence – 1.1.2	Requesting for period extension by 6 months for commencement of supply i.e. from April 2023 to September 2023.	The commencement of supply shall be from 01.04.2023
20.	Clause 1.1.2	Delivery Point: Nearest interconnection point of the Power Station with the CTU System i.e. point of grid connection	<p>It is evident from the RFS document that Supplier connected to intra-state transmission system shall be responsible for arranging access, payment of transmission charges and for bearing losses in respect of intra-state transmission and the tariff is to be quoted at interconnection point of the Power Station with the CTU System i.e. point of grid connection.</p> <p>In light of the above, please clarify the evaluation criteria and quoted tariff component (transmission losses and charges) if any intra-state supplier is selected to supply part quantum to inter-state utility and part quantum to intra state Utility.</p>	<p>May kindly refer to the Clause 1.2.22 of RfS. “The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the Selected Bidder.”</p> <p>Bidder may refer to corrigendum no. 3 regarding Delivery Point and assess the same while submitting the bid.</p> <p>Further, Bidder may refer but not limited to clause no 5.3 & 5.4 of draft PPA.</p>

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21.	Clause 1.1.2	A. Brief particulars of the Supply of Electricity ... [in the table]: Period when supply must commence – April 2023	As per the guidelines for grant of open access by CTU, ~06 months time-line is required for grant of Medium term open access and considering LOA/ PPA execution in Jan.'22 month as per the timelines in the RFS's schedule of bidding process, the MTOA will be operational latest in July – August 2022 month. Hence, discom(s)/utility(s) shall allow for supply of power under STOA for such interim period when the MTOA is not granted and, Suitable provision in MAPP to be there to address the aforesaid concern and condition wherein the Capacity is available but could't be dispatched due to non-availability part/full of open access to CTU network.	As per Clause 5.3 of Draft PPA, the obligation of inter-state transmission lies with Utility. Further, Utility may apply for STOA till MTOA is granted.
22.	Clause 1.1.2 (Corrigendum 1 to RfS)	B. Brief particulars of the Coal Linkage are as follows: Name of Subsidiary – MCL; G-13	It is requested to provide details of mines/ coal source and its quantum of coal, since for selection of Bidder, coal source shall be considered as per 4.4 & 4.5 of RFS: 4.4 "The Bids shall be evaluated coal source wise starting with the source with higher quantity of coal. In case two sources have equal coal quantity, the source having the	Bidder may refer to corrigendum no. 3 regarding coal source.

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			<p>lowest average price per kWh quoted by the Bidders shall be taken up first.”</p> <p>And</p> <p>4.5</p> <p>“The lowest bidder (L1) for a source shall be allocated maximum coal from that source subject to coal quantity commensurate with the capacity offered by that bidder....”</p> <p>Further, the operating coal mines in MCL are mostly in two regions IB valley and Talcher, which again has considerable difference in distance from Plant by rail/road. The Bidder as per 22(A)(b)(ii) of Appendix I of RFS has to also quote the cost of fuel transportation in Rs./KWh:</p> <p>“22.</p> <p>...</p> <p>A.</p> <p>...</p> <p>b. Base Variable Charge of Rs.....and paise .. (Rupees ..and paise..) per kWh including</p>	

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			<p>ii. Rs.. and paise .. (Rupees .. and paise ..) per kWh as the cost of fuel transportation."</p> <p>In view of the above, and for competitive and fair quotation of cost of fuel transportation, we request you to please mention the coal source in MCL alongwith quantum of coal in MT.</p>	
23.	Clause 1.1.2 B	Brief particulars of the Coal Linkage are as follows: (To be intimated later)	<p>PFC has informed through corrigendum no-1 that coal linkage shall be available from MCL, there are many mines under MCL, so we request you to share the name of the mines as same is necessary for determining the transportation cost which in turn affects the variable charge. Please share the calculation for determining the quantity of coal.</p>	<p>Bidder may refer to corrigendum no. 3 regarding coal source.</p> <p>The coal quantity has been determined as per CEA norms 2019.</p>
24.	Clause 1.2.B	Coal Linkage source The Coal linkage would be from MCL	Since, the power plant is situated in Maharashtra, is there any possibility of signing the coal linkage with Western Coalfields Limited (WCL).	Bidder may refer to corrigendum no. 3 regarding coal source.
25.	Clause 1.1.2 B		Brief particulars of the Coal Linkage are as follows: (To be intimated later). No Name of Subsidiary Source & Grade Quantity of Coal (MT) Power Quantum (MW)	Bidder may refer to corrigendum no. 3 regarding coal source.

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			Kindly clarify When the details shall be intimated?	
26.	Clause 1.1.2.B	Brief particulars of the Coal Linkage	<p>As per the provision of bidding documents FSA will be executed between Successful Bidder and coal suppliers in accordance with draft PPA.</p> <p>1. May please clarify that, if the Generating plant already has Non-operative FSA in place for part untied capacity of the power plant can get it unlocked and in that case can a generating station participate for the FSA quantity of untied capacity.</p> <p>2. It is requested to provide the details of the Coal Linkage.</p> <p>3. If the new linkage shall be from current mines from which existing FSA is operating</p>	<p>Existing FSA for the untied capacity to be dealt as per the contract with CIL.</p> <p>May refer to corrigendum no 3 regarding details of coal.</p>
27.	Clause 1.1.5		Applicants may bid for minimum 100 MW	No change is envisaged.

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			It is requested to allow the applicants to Bid for a minimum quantum of 50 MW also.	
28.	Clause 1.2.2	Period when supply must commence - April, 2023	<ol style="list-style-type: none"> 1. Since the PPA is expected to be signed in the month of the Jan'23 and CTU requires 5 complete months for granting Medium Term Open Access. Hence, MTOA will not be available before 1st July 2023 if PPA is signed and hence power would be required to be supplied in STOA for few initial months (until grant of MTOA). 2. Further, FSA coal shall not be available till the grant of MTOA. 3. In view of above, it is requested to clarify the procedure for scheduling of power till MTOA is granted /operationalized? <p>Will the utility/PFCL will bear the additional fuel cost in the event bidder has to procure coal from market for supply of power till the FSA is operationalized</p>	<p>As per Clause 5.3 of Draft PPA, the obligation of inter-state transmission lies with Utility.</p> <p>Further, Utility may apply for STOA till MTOA is granted.</p>
29.	Clause 1.2.2	Prior to submission of the Application, the Bidder shall	Please mention the applicable taxes.	Presently, the applicable GST rate is 18%.

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		pay to the Authorised Representative a sum of Rs 5,00, 000 (Rupees Five Lakhs only) plus applicable taxes as indicated above, as the cost of the Bidding Process.		
30.	Clause 1.2.2	Cost of Bidding Process The Bidder shall pay to the Authorized Representative a sum of Rs 5,00,000 (Rupees Five Lakhs only) plus applicable taxes as indicated above, as the cost of the Bidding Process	The cost of bidding process is not at par with other medium - term tenders wherein the bidding fee is Rs. 60,000/ plus applicable taxes only. Request you to revise the bidding fees.	No change is envisaged.
31.	Clause 1.2.4	All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 (Rupees Eight Thousand) per MW, to the Authorized Representative to participate in the e-Bidding event.	Please clarify the requisite fees to be submitted based on the offered quantity. All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 (Rupees Eight Thousand) <u>Rs 500 (Rupees five hundred)</u> per MW, to the Authorized Representative to participate in the e-Bidding event.	The requisite fees to be submitted based on the offered quantity against the Gross Capacity. The provision is as per Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof.

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32.	Clause 1.2.4		<p>All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 8000 (Rupees Eight Thousand) per MW, to the Authorized Representative to participate in the e-Bidding event. The requisite fee plus applicable taxes shall be deposited to Authorized Representative through identified mode of payment.</p> <p>Kindly clarify Whether Rs. 8000 per MW to be calculated on 4500 MW or on the offered quantity?</p>	The requisite fees to be submitted based on the offered quantity against the Gross Capacity.
33.	<p>Clause 1.2.7</p> <p>Clause 2.2.8</p>	<p>At the e-Tender Stage, the Bidder will be required to submit its Application and Bid online at the DEEP Portal on or before the Bid Due Date.</p> <p>.....</p> <p>(a) Applicant should submit their Application online at the DEEP Portal only and upload clearly marked and referenced documents/sheets in the e-Tender Stage.</p>	We request you to share the link of Deep portal where the documents/ Application are to be uploaded/ submitted.	<p>Link for submitting Bid is https://www.mstcecommerce.com/auctionhome/ppa/index.jsp; event no shall be shared before 7 days of Bid Due Date on PFCCL website.</p>

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34.	Clause 1.2.11	In terms of the Bidding Document, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 5,00,000 (Rupees Five lakh) per MW of maximum capacity to be offered by the Bidder (the "Bid Security"), in the form of a bank guarantee or e-bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authorised Representatived oubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.	There are several generators who are stressed assets and are not in position to open LC or BG. Further as per Model Bidding Document issued by MoP Bid Security is accepted in form of RTGS/NEFT. So, same shall be incorporated and allowed for submission of EMD.	Bidder can submit through NEFT/RTGS in PFCCL Bank account as provided in RfS.
35.	Clause 1.2.12	The Bid evaluation shall be done coal source wise with bucket filling approach.	We understand that single supplier can participate for multiple coal sources.	Yes, the bidding would be conducted coal source wise.
36.	Clause 1.2.12	The Bid evaluation shall be done coal source wise with bucket filling approach.	On bucket filling methodology, power will be allocated to all utilities on pro-rata basis or power can be allotted to any particular Discom in full.	The power would be allocated to all participating utilities on pro-rata basis.

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37.	Clause 1.2.13	The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of Fixed Charge plus fuel component of Variable charge of the L1 Bidder for that coal source.	<p>We understand that for the qualified bidder the last bidder whose bid shall be evaluated as below:</p> <p>For illustration</p> <ul style="list-style-type: none"> • Fixed charge = Rs 3/kWh • Variable charge = Fuel component (Rs 2/kWh) + Transportation /transit component (Rs 0.3/kWh) <p>Last bidder whose bid shall be evaluated as per the calculation shown below $=(110\% \times 3) + 2 = 5.3$</p> <p>The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% 200% of Fixed Charge plus fuel component of Variable charge of the L1 Bidder</p> <ul style="list-style-type: none"> • for that coal source. 	May kindly refer to Corrigendum no. 3.
38.	Clause 1.2.15	The Lowest Bidder for a source shall be allocated maximum coal from that source subject to coal quantity commensurate with the capacity offered by that Bidder.....	Please clarify the coal linkage has been earmarked for the capacity of 4500 MW & the quantity of individual mine should be rounded nearest to hundred.	May kindly refer to Corrigendum no. 3 for details of coal source.

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39.	Clause 1.2.17	After the entire process, the constraint for minimum offer quantity shall be checked against all the Selected Bidders. In case any Bidder is allocated a total quantity which is less than its minimum offered quantity, the coal allocation to such Bidder shall not be considered and aggregate quantity of power procurement shall get modified to that extent.	Please clarify, whether the said methodology shall be applied after allocation from each coal source or after the allocation from all the coal sources against which the bidder has submitted the application.	May kindly refer to Clause 4.7 of RfS. The allocation shall be made to the successful bidder after allocation from all the coal sources.
40.	Clause 1.2.21	Cl.1.2.21 Tariff For the purposes of bidding hereunder, the Base Fixed Charge and the Base Variable Charge shall constitute the tariff for Supply of Electricity (the "Tariff").	Transmission Charges and Transmission losses in Rs. per KWH shall be a portion of quoted variable charge or a separate component? Please clarify.	Bidder may refer but not limited to clause no 5.3 & 5.4 of draft PPA.
41.	Clause 1.2.22	The Bidder shall quote a Tariff comprising of Base Fixed Charge and Base Variable Charge for each source of coal. The cost of Fuel and the transportation/transit thereof, shall form part of the Base Variable Charge.	Please clarify the treatment of Washery charges.	Bidder has to assess the same while submitting the bid. Cost of Washery charges, if envisaged by the Bidder, has to be built in the tariff.

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42.	Clause 1.2.22	The Bidder shall quote a Tariff comprising of Base Fixed Charge and Base Variable Charge for each source of coal. The cost of Fuel and the transportation/transit thereof, shall form part of the Base Variable Charge.	Please clarify for how may source of coal a single bidder may participate in the bid. Also please allow bidder to choose the coal mines of their own choice.	Bidder may bid for all the identified coal sources. The bidding would be conducted coal source wise.
43.	Clause 1.2.22		<p>The Bidder shall quote a Tariff comprising of Base Fixed Charge and Base Variable Charge for each source of coal. The cost of Fuel and the transportation/transit thereof, shall form part of the Base Variable Charge.</p> <p>The Base Fixed Charge and Base Variable Charge shall each be atleast 35% of the quoted Tariff. The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the Selected Bidder. Responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility. Responsibility for arranging access, payment of transmission charges and for bearing losses in respect of intra-state transmission shall be that of the Supplier.</p>	Bidder may refer but not limited to clause no 5.3 & 5.4 of draft PPA.

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			The above clause states that cost of fuel and the transportation/transit shall form part of the Base Variable Charge. Kindly clarify Whether Transmission charges and transmission loss upto interconnection point should be added to the Base Variable Cost.	
44.	Clause 1.2.23	Source of Fuel	<p>Whether an existing FSA holder is eligible to participate for current PFC Bid?</p> <p>It is requested to clarify, where Applicant already has FSA in place, whether such Applicant is eligible to participate in current PFC bidding process.</p>	<p>Existing FSA for the untied capacity to be dealt as per the contract with CIL.</p> <p>May refer to corrigendum no 3 regarding details of coal.</p>
45.	Clause 1.3	Schedule of Bidding Process:	<p>The bidders will require at least 15 working days after Utility response to their queries. Further, details on coal linkage are yet to be provided by "Authorised Representative".</p> <p>Bidders decides the bid preparation based on the queries resolved and all information provided by "Authorised Representative". Hence the bid submission date may be postponed accordingly to give sufficient time to bidders to prepare and submit their bids.</p>	May kindly refer to corrigendum no. 3 regarding revised timelines.

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			Hence the Bid due date should be at least second week of Jan'23 so as to give sufficient time to bidders after receipt of queries.	
46.	Clause 2.2.2	(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall own and operate power generating station(s) having an installed capacity equivalent to the untied capacity for which the Applicant is willing to Bid.	<p>It is requested to amend the eligibility criteria as per below for better clarity:</p> <p>(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall own and operate power generating station(s) having an installed capacity equivalent to at least untied capacity for which the Applicant is willing to Bid.</p> <p>Proposed amendment:</p> <p>(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall own and operate power generating station(s) having an installed capacity equivalent to at least untied capacity for which the Applicant is willing to Bid.</p>	May kindly refer to corrigendum no. 3 regarding revised Eligibility Criteria.

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47.	Clause 2.2.2 (A)	Technical Capacity For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall own and operate power generating station(s) having an installed capacity equivalent to the untied capacity for which the Applicant is willing to Bid.	Rankini Power Generation has acquired the assets and corporate entity of Abhijeet MADC Nagpur Energy under the liquidation process carried out under IBC, 2016. The asset transfer has been confirmed by virtue of sale deed signed on 24-12-2020. This is for your information and due confirmation.	May kindly refer to corrigendum no. 3 regarding eligibility of Bidder acquired project through NCLT.
48.	Clause 2.2.6	An Applicant should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor has been expelled.....	In case of any stressed asset/NPA acquired by the Bidder through NCLT or Lenders, then the clause 2.2.6 is not applicable. Kindly confirm.	May kindly refer to corrigendum no. 3 regarding eligibility of Bidder acquired project through NCLT.
49.	Clause 2.3.1	No Applicant shall submit more than one Application for Supply of Electricity.	We understand that single applicant can bid for multiple mines in a single application. Please clarify	Yes, the bidder could submit a single application indicating separate tariffs (coal source wise).
50.	Clause 2.17	Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicant(s)	Please share the legal, financial or technical adviser of the nodal agency/ Aggregator for this bidding process, so	The following are legal, financial or technical adviser of the nodal agency: 1. M/s Deloitte Touche Tohmatsu India LLP 2. M/s Singhania & Partners

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Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authorised Representative in relation to, or matters arising out of, or concerning the Bidding Process. The Authorised Representative will treat all information, submitted as part of Application and Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authorised Representative may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authorised Representative or as may be required by law or in connection with any legal process.	that applicant can avoid having conflict of interest by not availing services from the same consultant for this bid.	

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Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
51.	Clause 2.18.1	..... (i) a legal opinion from the legal counsel of the Bidder with respect to the authority of the Supplier to enter into this Agreement and the enforceability of the provisions thereof; (j) submitted the Capacity Certificate and evidence of the capacity of the Power Station;.....	Please clarify what needs to mentioned in the Capacity Certificate. The said provision needs to be deleted as same is the part of Supplier's Condition precedent as per clause 4.1.3 (b) & (d)	May kindly refer but not limited to clause 26 of draft PPA (Definition of Capacity Certificate) Further, Legal opinion at time of RfS is to be submitted to the Nodal Agency. However, at the time of execution of PPA, the Legal opinion is to be provided to the Utility.
52.	Clause 4	Selection of Bidder	1. L1 shall be selected on the basis of Lowest tariff quotation not based on the quantum/quantity of coal.	May kindly refer but not limited to Clause 1.2.22 of RfS. "The Bid for the Project shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder seeking the lowest Tariff shall be the Selected Bidder."
53.	Clause 4.2	The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of Fixed Charge plus fuel component of Variable charge of the L1 Bidder for that coal source.	1. This clause was neither present in the previous Pilot Project RfS nor in SBD for medium term issued by MoP. 2. Every Power Generation Project has its economics and hence different tariff structure (Fixed charge and variable charge). 3. If L1 fails to supply power, the utility would have the option to	The provision is as per the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof. May kindly refer to Corrigendum no. 3.

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Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
			<p>procure power from other evaluated sources.</p> <p>Therefore, it is requested to delete the evaluation criteria as the same would have no bearing on the utility.</p> <p>Kindly also explain the methodology in details.</p>	
54.	Clause 4.2	The list of Qualified Bidders for consideration of evaluation for a coal source shall be arrived at by considering the last Bidder whose Bid is less than or equal to 110% of Fixed Charge plus fuel component of Variable charge of the L1 Bidder for that coal source.	<p>1. It is requested to clarify that which terminology is to be considered of the following :</p> <p>a) (110% of Fixed Charge) + fuel component of Variable charge</p> <p>Or</p> <p>b) 110% of (Fixed Charge + fuel component of Variable charge)</p> <p>2. This clause is not as per standard market practice.</p> <p>3. Every Power Generation Project has its own economics and hence different tariff structure (Fixed charge and variable charge).</p> <p>4. In the event L1 fails to supply power, the utility would have the option to procure power from other evaluated sources.</p> <p>4. Therefore, it is requested to delete</p>	<p>The provision is as per the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof.</p> <p>May kindly refer to Corrigendum no. 3.</p>

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Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
			the evaluation criteria as the same would have no bearing on the utility.	
55.	Clause 4.11	The coal allocated for the purposes of the Project would be either from a single source (coal field) or from multiple sources	Lifting coal from multiple sources will impact the costing of bidder and will increase the variable cost unnecessarily.	No change is envisaged.
56.	Clause 4.11	The coal allocated for the purposes of the Project would be either from a single source (coal field) or from multiple sources.	It is requested to provide details of source wise exact locations for coal allocation required for estimating fuel transportation cost to be considered.	May kindly refer to Corrigendum no. 3 regarding Coal source.
57.	Clause 4.11	The coal allocated for the purposes of the Project would be either from a single source (coal field) or from multiple sources.	In case, coal is allocated from multiple sources to the successful bidder, it is requested to kindly clarify the price bid evaluation in such case.	The provision is as per the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof.
58.	Clause 4.12.1	The Capacity of each Successful Bidder shall be allocated amongst various states on proportionate basis. By way of illustration, if aggregate power requirement is 1000 MW (State A: 500 MW, State B: 200 MW and State C:300 MW) and there are two successful bidders (B1: 600 MW and B2:400 MW), State A	This allocation process shall be cumbersome for states as well as bidders with small quantum i.e. 100 - 200 MW as they have to manage multiple PPAs for small allocated capacities ranging from 20 to 40 MW . Thus, it is requested that Capacity of Successful Bidders to be allocated on state wise bucket filling approach and at least 100 MW to single utility instead of proportionate basis.	The provision is as per the Guidelines under Section 63 of the Electricity Act, 2003 for procurement of power on FOO basis under para B(v) of the SHAKTI Policy issued on 20.10.2022 by MoP and amendments thereof.

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Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		will get 300 MW (=600x 500/1000) from B1 and 200 MW (=400 x500/1000) from B2. Similar, capacity allocations shall be made for each participating state from each Successful Bidder.		
59.	Appendix I Sr.no- 22	<p>I/ We hereby submit the following Bid and offer for each source of coal separately, on DEEP Portal, as on the Bid Due Date, in accordance with the provisions of the Bidding Documents.</p> <p>A Tariff of Rs.... and paise ... (Rupees .. and paise ..) per kWh comprising</p> <p>a. Base Fixed Charge Rs.....and paise..... (Rupees ....and paise) per kWh;</p> <p>b. Base Variable Charge of Rs.....and paise .. (Rupees ..and paise..) per kWh including</p> <p>I.Rs.. and paise.. (Rupees .. and paise ..) per kWh as the cost of fuel;</p>	<p>Please clarify below mentioned points:</p> <ol style="list-style-type: none"> 1) Bidders are not required to fill any data in the hard copy & same needs to be filled on Deep portal. 2) We understand that in Deep portal bidder shall be allowed to quote tariff for each coal source. 3) For quoting the cost of transportation, please share the details of mines from where the coal shall be provided against the linkage. In the absence of the mines details it is not possible to quote the transportation cost. <p>Further, as per clause 12.3.1 of the draft PPA the component of transit losses needs to be factored in the bid which varies for pit head and non-pit head plant</p>	<p>The bidder has to fill the required data on DEEP Portal.</p> <p>May kindly refer to Corrigendum no. 3 regarding Coal source.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		Rs.. and paise .. (Rupees .. and paise ..) per kWh as the cost of fuel transportation.	which is depended on the distance of plant.	
60.	RfS APPE NDIX – IV Pre – Contract Integrity Pact	This Pre-Contract Integrity Pact is made on ____ day _____ of the month of 20 , between, on one hand, PFC Consulting Limited through _____ (hereinafter called the "Authorized Representative", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part	<p>Please provide more clarity on when will the Pre Contract Integrity Pact will be signed between authorized representative and bidder.</p> <p>Please provide more clarity on who will be signing the agreement Pact. PFC Consulting Ltd or an authorized agency/Representative? In case PFC has engaged any agency/Representative, please disclose the same.</p>	The Bidder shall submit the Pre-Contract Integrity Pact signed by its Authorised Representative along with the bid.
Response to queries raised by Bidders-SHAKTI B(v) - PPA				
61.	Clause 3.1.1	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Utility hereby awards to the Supplier the procurement contract set forth herein for supply thereof to the Utility (the “Procurement Contract”) for a period of [*]² years and the Supplier hereby accepts the Procurement	We understand as per clause 1.1.2 of RFS the contract period shall be of 5 Years and it shall be irrespective of the Utilities.	Yes, the contract period shall be for 5 years and no extension is envisaged under this bidding.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		Contract.....		
62.	Clause 3.1.1	<p>..... Provided that at any time 3 (three) months, prior to the expiry of the Contract Period specified hereinabove, the Parties may with mutual agreement and as per the provisions of Applicable Law extend the Contract Period for such further period as they may determine, but not exceeding the lower of 25% (twenty-five per cent) of initial contract period or one year whichever is lower. [Provided further that the Utility shall arrange for the extension of the Fuel Supply Agreement commensurate to the period of extension of this Agreement to ensure continuous coal supply.]3</p>	<p>Will the highlighted portion be extended to the current procurement? If yes, please clarify on below points:</p> <ul style="list-style-type: none"> • Contract extension shall be subject to the extension of the FSA. • Who will seek extension of FSA from CIL? 	May please refer to revised Draft PPA.
63.	Clause 3.2.1	The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of	The Parties expressly agree that the Utility may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws, or if it is unable to discharge its	May please refer to Clause 3.2 of revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCL Response
		Applicable Laws, or if it is unable to discharge its liabilities and obligations under.....intimation of the substitution shall be given to the Supplier.	liabilities and obligations under this Agreement, substitute itself by another Distribution Licensee(s) and upon such substitution, all the functions, rights and obligations of the Utility under this <u>....Supplier <i>and the creditworthiness of the substituted entity shall be substantially similar or greater as compared to the Utility and in the event of any shortfall therein, credit enhancement shall be provided by the substituted entity to bridge the gap. Further, this shall not alter/modify/affect/dilute obligation of Utility under this PPA.</i></u>	Further, substituted utility will be bound by same terms and conditions and also governed by LPS Rules.
64.	Clause 4.1.2	The Supplier may, upon providing the Performance Security to the Utility in accordance with Article 9, at any time after [15 (fifteen) days]4 from the date of this Agreement or on an earlier day acceptable to the Utility, by notice require the Utility to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of [30 (thirty)	Since responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility. It is requested to add under Conditions Precedents to be fulfilled by utility as mentioned below : g) procured access to the inter-state transmission system required for supply of electricity to the buyer;	No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		days]4 of the notice, and the Conditions Precedent required to be satisfied by the Utility shall be deemed to have been fulfilled when the Utility shall have:		
65.	Clause 4.1.3	(f) procured access to the intra state transmission system required for carrying electricity from the Power Station to the Delivery Point;	<p>Since the transmission charges and losses are on Account of Beneficiaries only. So, the condition precedent of procurement of access shall be in part of Procurer only.</p> <p>The clause shall be deleted from Condition precedent of Supplier.</p>	May please refer to Clause 5.3 and 5.4 of revised Draft PPA.
66.	Clause 4.1.3	<p>.....</p> <p>(b) delivered to the Utility a legal opinion from the legal counsel of the Supplier with respect to the authority of the Supplier to enter into this Agreement and the enforceability of the provisions thereof;</p> <p>(e) [The Supplier shall have executed the Fuel Supply Agreement upon the fulfillment of all the conditions</p>	<p>Pl share the condition which will be part of Letter of Assurance.</p> <p>(b) delivered to the Utility a legal opinion from the legal counsel of the Supplier with respect to the authority of the Supplier to enter into this Agreement and the enforceability of the provisions thereof;</p>	<p>Legal opinion at time of RfS is to be provided to the Nodal Agency.</p> <p>However, at the time of execution of PPA, the same is to be provided to the Utility.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCL Response
		laid down in the Letter of Assurance;		
67.	Clause 4.1.3	(e) The Supplier shall have executed the Fuel Supply Agreement upon the fulfillment of all the conditions laid down in the Letter of Assurance	Please share the condition which will be part of Letter of Assurance.	The conditions in the Letter of Assurance will be as per the Extant Policy of CIL/MoC.
68.	Clause 4.1.3 (d)	Draft APP Capacity Certificate submitted the Capacity Certificate and evidence of the capacity of the Power Station;	Any prescribed format? Who would certify? Please clarify	As per Schedule-A of revised Draft PPA.
69.	Clause 4.5	In the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4, the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable damages, the Appointed date	4.5 Extension of Term of Agreement In the event the damages are paid by the defaulting party as per provisions of clause 4.2 and 4.3 and the Agreement has not been terminated as per the provisions of Clause 4.4, the term of the Agreement shall be deemed to have been extended corresponding to the period of delay in fulfilment of conditions precedent. [For eg – If there is a delay of 15 days in the fulfilment of conditions precedent and the defaulting party has paid the applicable damages, the Appointed date shall start	No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
	Clause 4.6	<p>shall start after 15 days from the originally stipulated Appointed Date.]</p> <p>4.6 Date of Commencement of Supply (Pg no 14)</p> <p>The date of commencement of supply shall be [*****]. The date of commencement shall be advanced by such number of days by which the Appointed Date has been extended as per Clause 4.5</p>	<p>after 15 days from the originally stipulated Appointed Date.]</p> <p>4.6 Date of Commencement of Supply (Pg no 14)</p> <p>The date of commencement of supply shall be [*****]. The date of commencement shall be advanced by such number of days by which the Appointed Date has been extended as per Clause 4.5.</p>	
70.	Clause 5.1.2	<p>The Supplier shall operate and maintain the Power Station in accordance with the Specifications and Standards and the Maintenance Requirements such that the Availability of the Contracted</p>	<p>The Supplier shall operate and maintain the Power Station in accordance with the Specifications and Standards and the Maintenance Requirements such that the Availability of the Contracted Capacity of the Power Station is at least [85% (eighty</p>	No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		Capacity of the Power Station is at least [85% (eighty five per cent) thereof during [Hours of each year of the Contract Period (the “Normative Availability”).	five per cent) thereof during [Hours of each year of the Contract Period (the “Normative Availability”).	
71.	Clause 5.1.2	<p>.....</p> <p>.....</p> <p>Explanation:</p> <p>Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to [*kWh per megawatt of.....</p> <p>....Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month or year, as the case may be, (the “Availability”).</p>	<p>Please clarify below points:</p> <ol style="list-style-type: none"> 1) The Contracted Capacity is at delivery point. 2) Please fill the data in the square bracket. 	<p>May please refer to Corrigendum no. 3 regarding delivery point</p> <p>Square bracket will be filled by Utility.</p>

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Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
72.	Clause 5.3	Draft APP Transmission Charges If the Power Station is connected to intra-state transmission system of a state other than the state where the Utility is located, such intra-state transmission of electricity shall be undertaken solely at the risk and cost of the Supplier and all liabilities arising out of any failure of intra-state transmission shall, subject to the provisions of Clause 11.4.3, be borne by the Supplier.	Booking of Transmission Corridor to be applied on Normative Availability or Contracted Capacity? Clarification required.	Supplier has to make assessment based on Contracted Capacity.
73.	Clause 5.5	Obligations relating to SLDC and RLDC charges The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.	The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC <u>of the state other than the state where the Utility is located</u> and RLDC for and in respect of all its supplies to the Utility.	The charges towards RLDC and SLDC will be as per applicable Regulations.
74.	Clause 5.5	Obligations relating to SLDC and RLDC charges The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by	Since responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility. The referred clause shall not applicable for supplier	The charges towards RLDC and SLDC will be as per applicable Regulations.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCL Response
		the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.	connected to Inter-State Transmission System. Kindly confirm We suggest to append 5.5 of MAPP: The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC of generator's state, if applicable and utility(s) shall be liable for payment of all the charges, due and payable under Applicable Laws to the RLDC and its intervening SLDC in respect of all its electricity supplies to the Utility.	
75.	Clause 5.5	Obligations relating to SLDC and RLDC charges The Supplier shall be liable for payment of all the charges, due and payable under Applicable Laws by the Supplier to the SLDC and RLDC for and in respect of all its supplies to the Utility.	Since responsibility for arranging access, payment of transmission charges and for bearing losses in respect of inter-state transmission shall be that of the Utility. The referred clause shall not applicable for supplier connected to Inter-State Transmission System. Please clarify the same. We understand that Obligation corresponding to the RLDC Fees & Charges Beyond Delivery point shall be borne by the Utility. Pl Clarify.	May please refer to Clause 5.3 and 5.4 of revised Draft PPA. Further, the charges towards RLDC and SLDC will be as per applicable Regulations.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
76.	Clause 5.6	Obligation Relating to Taxes	May please clarify that Water charges and Energy Cess shall be reimbursed by Utility.	May please refer to revised Draft PPA.
77.	Clause 5.6 & Article 11	<p>Taxes & Duties</p> <p>The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies,....</p> <p>..... submission of necessary particulars by the Supplier.</p>	<p>We understand with the combined reading of these two clauses that Electricity Duty & Cess is Reimbursable by Utility which shall be applicable against Auxiliary Power Consumption or the Contracted Capacity. Please Clarify.</p> <p>Also, Goods & Service Tax (GST) & TCS shall be covered under this clause. Please Clarify.</p>	<p>Any change in taxes after bid date will be considered under Change in Law provision.</p> <p>May please refer to definition "Change in Law" in revised draft PPA.</p> <p>May please refer to revised Draft PPA.</p>
78.	Clause 6.1		<p>Post award of LOA to the successful bidder, the utility(s) shall inform the RLDC and its intervening SLDC along with the NOC and procure open access to CTU network from the Delivery Point to its transmission/ distribution network</p> <p>We suggest to append and insert in 6.1. of MAPP:</p> <p>6.1.3 the utility(s) shall inform the RLDC and its intervening SLDC along with the NOC and procure open access to CTU and intervening STU network,</p>	The charges towards RLDC and SLDC will be as per applicable Regulations.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
			if any, from the Delivery Point to its transmission/ distribution network.	
79.	Clause 9	The Performance Security may be replaced by an Insurance Bond or a similar instrument at the discretion of the Utility.	Please clarify both is applicable for both Utility & Supplier.	Yes, same is applicable for both Utility and Supplier.
80.	Clause. 9.1.1	The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)1 in the form set forth in Schedule-B (the "Performance Security") valid for a period ending 6 (six) months after date of commencement of supply.	<p>There are several generators who are stressed assets and are not in position to open LC or BG. So several modes to be allowed for submission of Performance Security.</p> <p>Suggested Amendment:</p> <p>The Supplier shall, for the performance of its obligations hereunder, provide to....</p> <p>..</p> <p>irrevocable and unconditional guarantee from a Schedule Bank/ NEFT/RTGS/DD/FD/ for a sum equivalent to Rs. ***** crore (Rupees ***** crore)2 in the form set forth in Schedule-B (the "Performance Security") valid for a</p>	Bidder can submit through NEFT/RTGS also in Utility Bank account.

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[illegible]

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		within a period of 45 (forty five) days... ....terminated with the consent of the Supplier.	Precedent(s) within the time frame as specified in the agreement. There has to be an equitable provisions for claiming damages for buyers/sellers	security for the Utility
83.	Clause 9.1.4	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Supplier within a period of 45 (forty five) days.... ....terminated with the consent of the Supplier.	We request for similar suitable treatment through provisions and damages to be paid by the buyer(s)/ utility(s) in the event Performance Security is not provided by the buyer within a period of 45 (forty five) days from the date of this Agreement.	No change is envisaged.
84.	Clause 10.1 Clause 10.4	Pursuant to the provisions of this Agreement, the Supplier shall dedicate a capacity of *****MW to the Utility... ....(the “Contracted Capacity”) ¹² and the Contracted Capacity..... The Supplier shall ensure the Availability of the Power Station... ...30 (thirty) days, require the Supplier a change in the	10.1 Pursuant to the provisions of this Agreement, the Supplier shall dedicate a capacity of *****MW to the Utility as the capacity contracted hereunder [for and in respect of Designated Hours] (the “Contracted Capacity”) ¹² and the Contracted Capacity..... 10.4 The Supplier shall ensure the Availability of the Power Station during designated hours of the day	May please refer to revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCL Response
	Clause 10.5	<p>Designated Hours subject to mutual agreement between the parties.</p> <p>The Supplier shall ensure the Availability of the... ....capacity requirement during pre specified hours comprising [*****hours between ***** hours and*****hours.</p>	<p>comprising [*****hours] and [*****hours] (“Designated Hours”). However, the Utility may with a notice of 30 (thirty) days, require the Supplier a change in the Designated Hours subject to mutual agreement between the parties</p> <p>10.5 The Supplier shall ensure the</p> <p>Availability of the Power Station on round the clock basis <u>except in the case of force outage</u>. The Utility may opt for a lower capacity requirement during pre specified hours comprising [*****hours between ***** hours and*****hours</p>	
85.	Clause 10.2.1	<p>In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity.... ....collective transaction or intra-day transaction.</p> <p>Provided further that if the Supplier is able to sell the un-</p>	<ul style="list-style-type: none"> We understand that the gain shall be calculated as the difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff. Please clarify. <p>Please share the as on date rule applicable for sharing of gain issued by Ministry of Power.</p>	The fixed charges shall be paid as per the provisions of revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		requisitioned power to any Buyer, sharing of gain from sale of such power shall be as per applicable rules issued by the Ministry of Power.	<p>Suggested Changes:</p> <p>In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such un requisitioned power on power exchange under day ahead or real time collective transaction or intra-day transaction.</p> <p>Provided that in such cases, Utility shall not be entitled to recall full or part of its un-requisitioned capacity.</p> <p><u><i>Provided further that in the event that any part of the Contracted Capacity, which is not utilised by the Utility and is, therefore, utilised for production of electricity and sale thereof to meet technical minimum requirement, then the Utility shall be liable for payment of difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff to the extent of quantum sold out of such</i></u></p>	

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
			<u>contracted capacity.</u> <u>Provided further that if the Supplier is not able to sell the un-requisitioned power to any Buyer, then the Utility shall be liable for payment of Fixed Charges for such Contracted Capacity.</u>	
86.	Clause 10.2.1	In the event the Utility, does not schedule a quantum of power out of its Contracted Capacity before opening of bidding window of power exchange for day ahead collective transactions, the Supplier shall be entitled to sell such un requisitioned power on power exchange under day ahead or real time collective transaction or intraday transaction.	<p>1. The sale of unutilized Contracted Capacity shall be at the supplier's discretion. Hence, the supplier shall be entitled to sell such un-requisitioned power on power exchange or to any buyer under the bilateral transaction.</p> <p>2. Further, if the developer cannot find a suitable buyer for the capacity not requisitioned by the Utility, he stands to lose out on the part of debt service, O&M, and ROE. Hence irrespective of the buyer's power requirement, the buyer shall always continue to pay the fixed charges based on Declared Capacity as per provisions of the agreement.</p>	The fixed charges shall be paid as per the provisions of revised Draft PPA.
87.	Clause 10.5	Supply on Round the Clock Basis ¹⁴	The Utility shall ideally provide confirmation in schedule of lower	No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		<p>The Supplier shall ensure the Availability of the Power Station on round the clock basis. The Utility may opt for a lower capacity requirement during pre specified hours comprising [****]hours between ***** hours and*****hours</p> <p>14 Clause 10.5 may be omitted if the Procurement of the electricity is confined to Designated Hours. The pre specified hours of low requirement may be specified by the Utility at the time of bidding</p>	<p>capacity requirement a day before on day ahead basis scheduling and on urgent basis atleast 06 time block ahead for power curtailment till 50% of the contracted capacity, the Utility shall always consider technical minimum capacity of the unit(s) of the generator while communicating such curtailment.</p> <p>Suggested Changes:</p> <p>Provided that the Utility shall ideally provide confirmation in schedule of lower capacity requirement a day before on day ahead basis scheduling and on urgent basis atleast 06 time block ahead for power curtailment till 50% of the contracted capacity,</p> <p>Provided that the Utility shall always consider technical minimum capacity of the unit(s) of the generator while communicating such curtailment.</p>	
88.	Clause 11.2	<p>The Parties agree that the fixed charge payable for Availability [during Designated Hours]¹⁵ shall, in accordance.....</p>	<p>The Parties agree that the fixed charge payable for Availability [during Designated Hours]¹⁵ shall, in accordance.....</p>	May please refer to revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
89.	Clause 11.3	<p>Fixed Charge</p> <p>For determining the Fixed Charge due and payable to the Supplier, the Base Fixed Charge shall be revised annually to reflect 20% (twenty per cent) of the variation in WPI occurring between January 31 immediately preceding the Bid Date and January 31 immediately preceding the Accounting Year for which such revision is undertaken.</p>	<p>As the agreement of power supply is for 5 years and escalation of 20% (twenty per cent) of the variation in WPI on FC is not sufficient for the supplier. Hence it is requested that the Base Fixed Charge shall be revised annually to reflect 50% of the variation in WPI.</p> <p>Proposed amendment:</p> <p>Fixed Charge</p> <p>For determining the Fixed Charge due and payable to the Supplier, the Base Fixed Charge shall be revised annually to reflect 50% (Fifty per cent) of the variation in WPI occurring between January 31 immediately preceding the Bid Date and January 31 immediately preceding the Accounting Year for which such revision is undertaken.</p>	No change is envisaged.
90.	Clause 11.4 And Clause 11.4.2		<p>Incentive shall also be applicable for scheduling more than Normative Availability</p> <p>“The obligations of the Utility to pay Fixed Charges... (the “Capacity Charge”) Provided, however, that in the event of</p>	There is no provision for incentive.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
			Despatch of the Power Station beyond such 85% (eighty-five per cent) [during Peak Hours], Incentive shall be payable in accordance with the provisions of Clause 11.6.1"	
91.	Clause 11.4	<p>Subject to the provisions of this Clause 11.4, the Base Fixed Charge, as corrected for variation in WPI Index in accordance with Clause 11.3 shall be the Fixed Charge payable for Availability in each month of the relevant Accounting Year.</p> <p>11.4.2 The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) [during Designated Hours]3 computed with reference to the</p>	<p>a) For billing purpose, it is requested to clarify that if the Availability to be considered on "monthly cumulative basis" or "Individual Month basis".</p> <p>b) As per current practice, the Supplier should be entitled for incentive for higher off-take of power beyond 85% of the Contracted Capacity on monthly basis.</p> <p>Fixed charge, Variable Charge, Damages and Incentives should be reconciled annually.</p>	<p>The calculation will be as per the provisions of revised Draft PPA.</p> <p><u>May please refer to Article 11 of revised Draft PPA.</u></p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		Contracted Capacity(the "Capacity Charge"). Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.		
92.	11.4.2	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) [during Designated Hours] ¹⁶ computed with reference to the Contracted Capacity(the "Capacity Charge").	The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) [during Designated Hours] ¹⁶ computed with reference to the Contracted Capacity(the "Capacity Charge").	May please refer to revised Draft PPA.
93.	11.4.3	In the event that any shortfall in supply of electricity to the Utility occurs..... Provided further that sharing of gain from sale of such power shall be in the same manner as provided for sale of un-requisitioned power in applicable rules issued by the Ministry of Power.....	<ul style="list-style-type: none"> We understand that the gain shall be calculated as the difference of sale revenue accrued from third parties and revenue to be accrued from supply under PPA Tariff. Please clarify. Please share the as on date rule applicable for sharing of gain issued by Ministry of Power.	. May please refer to the LPS Rules, 2022 issued by MoP.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCL Response
94.	Clause 11.5.2	In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency..... Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the entitlement of the Utility in the Contract Capacity ,.....	In the event that any shortfall in supply of electricity to the Utility occurs on account of any deficiency..... Parties agree that if such deficiency in transmission is equal to 20% (twenty per cent) of the entitlement of the Utility in the Contract Capacity ,.....	No change is envisaged.
95.	Clause 11.6	Damages	Incentive clause is missing in the APP so incentive may be applicable for scheduling more than Normative Availability. The clause may be modified and provision of incentive may be incorporated .	There is no provision for incentive.
96.	Clause 11.6.1	.....Provided that a penalty at the rate of upto 1 % (one per cent) of annual Fixed Charge shall be applicable in case of failure to achieve ramp rate of 1% per minute as per methodology described in Schedule-I.	.....Provided that a penalty at the rate of upto 1 % (one per cent) of annual Fixed Charge shall be applicable in case of failure to achieve ramp rate of 1% per minute as per methodology described in Schedule-I.	No Change is envisaged.
97.	Clause 11.6.1		It should not be omitted. Suggested Changes:	May please refer to revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
			In the event that the Availability in any month exceeds the Normative Availability, the Supplier shall, in lieu of a Fixed Charge, be entitled to an Incentive which shall be calculated and paid at the rate of 50 % (fifty per cent) of the Fixed Charge for Availability in excess of Normative Availability. Provided, however, that any Incentive hereunder shall be due and payable only to the extent of Despatch of the Power Station.	
98.	Clause 11.6.2	The Parties expressly agree that within 30 (thirty) days of the close of every Accounting Year,.... ....determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.	<p>The Parties expressly agree that within 30 (thirty)....be ...determined and the <u>Incentive or</u> Damages, <u>as the case may be</u>, if any, shall be computed with reference to the Normative Availability for that year.</p> <p>The amount so arrived at shall be adjusted against the <u>Incentive or</u> Damages determined for the respective months of the year and the balance remaining shall be adjusted in the following Monthly Invoice.</p>	There is no provision for incentive.
99.	Clause 11.9	Commencing from the month following the month in which the Appointed Date occurs, the Supplier shall, by the 5th (fifth)	<p>Please clarify the following points:</p> <p>1) For the purpose of claiming the Fixed Charges billing to be done based</p>	The charges towards RLDC and SLDC will be as per applicable Regulations.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day), submit in triplicate to the Utility, an invoice in the agreed form (the "Monthly Invoice") signed by the authorised signatory of the Supplier setting out the computation of the Fixed Charge and Variable Charge to be paid by the Utility to the Supplier in respect of the immediately preceding month in accordance with the provisions of this Agreement.	on cumulative availability till that month. We understand that bills would be raised based on daily schedule published on RLDC website.	
100.	Clause 11.9.2	(e) detailed calculations of the Variable Charge, in respect..... ...computed in accordance with Article 12; (f) detailed calculations of the Damages in accordance with the provisions of Clause..... (i) details in respect of Damages payable in accordance with the	.....(e) detailed calculations of the Variable Charge, in respect of the electricity dispatched, computed in accordance with Article 12; (f) detailed calculations of the <u>Incentives and/or</u> Damages in accordance with the provisions of Clause..... (i) details in respect of Damages <u>or Incentives</u> payable in accordance with the provisions of this Agreement;.....	No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		provisions of this Agreement;.....		
101.	Clause 11.11	<p>The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the invoice thereof, it shall be entitled to deduct 1.5% (one point five per cent) of the amount comprising the Tariff by way of discount for early payment.....</p> <p>Provided further that where payments are made on any day after 5 days.... .....settlement of fuel charge in accordance with relevant rules or regulations shall become applicable.</p>	<p>Suggested Change:</p> <p>The Parties expressly agree that in the event the Utility pays the Tariff within 5 (five) days of the date of submission of the invoice thereof, it shall be entitled to deduct 1.5% (one point five per cent) 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment...</p> <p>.. Provided further that where payments are made on any day after 5 days and within a period of 30 days of submission of invoice by the Supplier the Utility shall be entitled to deduct 1% (one per cent) of the amount comprising the Tariff by way of discount for early payment. Provided also that as and when there is migration to market based dispatch mechanism, the additional discount, if any, on account of early settlement of fuel charge in accordance with relevant rules or regulations shall become applicable.</p>	May please refer to revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
102.	Clause 12.3.1	<p>Components of Variable Charge For the Fuel supplied by CIL/SCCL [through Letter of Assurance/ FSA arranged by the Utility], the price of Fuel shall be deemed to be the lower of, (i) the indicative price of Fuel which shall be computed from the Variable Charge, as specified in the Bid; and (ii) 100.8% (one hundred and zero point eightper cent)20 of the price payable by the Supplier to CIL/SCCL, For the avoidance of doubt, the Parties agree that if the indicative price as computed hereunder from the Variable Charge specified in the Bid shall be lower than 100.8% (one hundred and zero point eight per cent) of the price payable by the Supplier to CIL/SCCL, the proportion by which the amount computed from the Bid is lower than the aforesaid 100.8% (one hundred and zero point eight per cent) of CIL/SCCL price shall apply at all times for determining the price of Fuel.]</p> <p>The Parties further agree that the</p>	<p>The methodology for calculation of Variable Charge is not clear and needs further elaboration.</p> <p>Further, we also request to kindly confirm that the GCV of fuel at power station will be on ARB basis (with adjustment of moisture) and additionally 85 - 120 kcal/kg reduction in GCV) for stacking loss to be considered for determination of Fuel Charge.</p>	<p>The variable charges shall be calculated and paid as per the provisions of revised Draft PPA.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		amount specified in Bid is equivalent to or less than the aforesaid 100.8% (one hundred and zero point eight per cent) of the amount payable to CIL. The Supplier accordingly represents and warrants that the aforesaid amount has been derived from CIL/SCCL's notified price of Rs. (Rupees) per tonne and GCV of ... kCal/kg as on the Bid Date and the cost of Fuel shall be revised only in proportion to the revision in CIL/SCCL price as compared to the rate specified hereinabove.		
103.	Clause 12.3.1	For the Fuel supplied by CIL/SCCL [through Letter of Assurance/ FSA arranged by the Utility], the price of Fuel shall be deemed to be the lower of, (i) the indicative price of Fuel which shall be computed from the Variable Charge, as specified in the Bid; and (ii) 100.8% (one hundred and zero point eight per cent)20 of the price payable by the Supplier to	<p>Please clarify following points:</p> <ol style="list-style-type: none"> 1. Please provide the definition of non-pit head & pit head plants. 2. We understand that Linkage coal shall be received from various mines of CIL/SCCL and of different grade. For deriving the price per tonne the wt. average GCV of different grade coal received from various mines coal should be considered? 	<p>May please refer to revised Draft PPA.</p> <p>May refer to corrigendum no 3 regarding quantity / Grade of coal.</p> <p>Bidder may assess the relevant parameter of coal while submitting the Bid.</p> <p>Further, in case of Grade Slippage, same will be as per extant policy of CIL/MoC.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		<p>CIL/SCCL, For the avoidance of doubt, the Parties agree that if the indicative price as computed hereunder from the Variable Charge specified in the Bid shall be lower than 100.8% (one hundred and zero point eight per cent) of the price payable by the Supplier to CIL/SCCL, the proportion by which the amount computed from the Bid is lower than the aforesaid 100.8% (one hundred and zero point eight per cent) of CIL/SCCL price shall apply at all times for determining the price of Fuel.] The Parties further agree that the amount specified in Bid is equivalent to or less than the aforesaid 100.8% (one hundred and zero point eight per cent) of the amount payable to CIL. The Supplier accordingly represents and warrants that the aforesaid amount has been derived from CIL/SCCL's notified price of Rs. (Rupees</p>	<p>3. Kindly Confirm and suggest the calculation and formula for deriving the GCV.</p> <p>4. Please provide the formula for deriving the indicative price of Fuel from Variable Charges.</p> <p>5. Further, please specify the SHR to be considered for arriving at the indicative price of Fuel from Variable Charges.</p>	

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCL Response
		....) .per tonne and GCV of ... kCal/kg as on the Bid Date and the cost of Fuel shall be revised only in proportion to the revision in CIL/SCCL price as compared to the rate specified hereinabove.		
104.	Clause 12.3.3	The distance of road transport, if any, shall be considered as per the information furnished by the Supplier in its bid. Any change in the distance of road transportation shall be intimated by the Supplier to the Utility. The cost of fuel transport as on the 7 days prior to the publication of RfS shall be considered as ----- Rs per tonne per km. Provided that this rate shall be escalated on monthly basis based on the appropriate component in the CPI.	<p>Please clarify:</p> <ol style="list-style-type: none"> 1. In case the coal is transported through both Rail & Road mode, then how it should be incorporated in the Bid. 2. Linkage coal received from CIL/SCCL are from different mines at various locations. For some mines transportation is through road mode and for some through Railway. For deriving the railway freight rate Rs... per tonne the wt. average freight rate of coal received from various mines should be considered 3. Kindly Confirm and suggest the calculation and formula for deriving the railway freight rate Rs... per tonne. <p>Which component of CPI shall be referred for the purpose of escalation of road transportation.</p>	<p>May please refer to revised Draft PPA.</p> <p>Further, may please refer to Corrigendum no. 3 regarding source of coal.</p> <p>Bidder may assess the relevant parameter of coal while submitting the Bid.</p>

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
105.	Clause 12.4		There is no control of generator on Fuel arrangement, so the Fixed Cost shall be payable to GENCOS in case of Shortage of Fuel.	No change is envisaged.
106.	Clause 13.1.1	The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement..... The Utility expressly agrees and undertakes that throughout the term of the Contract Period, no less than 30% (thirty per cent) of its total Revenues shall continue to be deposited at that bank or any.... ....variable charge shall be assessed by multiplying energy generation at normative availability and applicable variable charge.	The Utility and the Supplier shall, prior to the Appointed Date, execute a default escrow agreement The Utility expressly agrees.... ....determine and Revenues equivalent to 1.1 times the sum of 1/12th of the applicable annual Capacity Charge for the relevant year and 1/12th of the total amount paid on account of variable charge for the last year (the 30% (thirty per cent) <i>of the annual Capacity Charge (the "Maximum Monthly Payment") shall be routed every month through</i> the Default Escrow Account in accordance with the provisions of this Clause 13.1 and the Default Escrow Agreement. Provided that in the first year of operation, total amount of variable charge shall be assessed by multiplying energy generation at normative availability and applicable variable charge.	May please refer to revised Draft PPA.
107.	Clause 13.2.1	The Utility shall, no later than 30 (thirty) days prior to the	The Utility shall, no later than 30 (thirty) days prior to the likely date of	May please refer to revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		likely date of the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to the Monthly Payment (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-E and shall come into effect on the Appointed Date, and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.	the Appointed Date, provide to the Supplier, an unconditional, revolving and irrevocable letter of credit for an amount equivalent to <u>Twice</u> the Monthly Payment <u>invoice</u> (the "Letter of Credit"), which may be drawn upon by the Supplier for recovery of payment due against the Monthly Invoice in accordance with the provisions of this Agreement. The Letter of Credit shall be substantially in the form specified in Schedule-E and shall come into effect on the Appointed Date and shall be modified once every year to reflect the revision in Monthly Payment in accordance with the provisions of this Agreement.	
108.	Clause 13.2.2	The Letter of Credit shall be procured by the Utility from a bank where at least 30% (thirty per cent) of the Utility's total monthly Revenues are normally deposited, and which	Kindly clarify/ amend the LC value requirement as the current provision is not clear.	May please refer to revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCL Response
		shall have been appointed as the Default Escrow Bank. All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.		
109.	Additi onal Clause 13.2.3 Letter of Credit (LC)		<p>Suggested Changes:</p> <p><u><i>In the event of Utility"s failure to pay the Monthly Invoice before the 27th (twenty seventh) day of the month in which the relevant Payment Due Date occurs, the Supplier may, in its discretion, invoke the Letter of Credit for recovery of the amount due, whereupon the Default Escrow Bank shall, without any reference to the Utility, pay the amount due upon the Supplier presenting the following documents, namely:</i></u></p> <p><u><i>(a) a copy of the Monthly Invoice which has remained unpaid; and</i></u></p> <p><u><i>(b) a certificate from the Supplier to the effect that the Monthly Invoice is in accordance with this Agreement and that the amount due and payable has remained unpaid.</i></u></p>	May please refer to revised Draft PPA
110.	Additi onal		Suggested Changes:	

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
	Clause 13.2.4 Letter of Credit (LC)		<u><i>In the event that the amount covered by the Letter of Credit is at any time less than the Monthly Payment or is insufficient for recovery of payment due against the Monthly Invoice, the Utility shall, within a period of 7 (seven) days from the date on which such shortfall occurred, cause the Letter of Credit to be replenished and reinstated to the extent specified in Clause 13.2.1. For the avoidance of doubt, the Parties agree that the Letter of Credit shall not be revised solely on account of revision in Monthly Payment, except to give effect to such revision once every year.</i></u>	No change is envisaged
111.	Clause 13.5	In case of non-maintenance of adequate payment security mechanism provisions of applicable rules issued by the Ministry of Power shall apply.	Please clarify the rules referred in the said provision is Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 .	Applicable rules are LPS Rules, 2022 issued by MoP.
112.	Clause 14.1	Despatch of contracted capacity	There is no provision for minimum off-take of the contracted capacity. Suggested Change: The technical minimum for operation in respect of a unit Generating Station is	All parameters will be as per applicable technical Standards of CEA. However, the Supplier has to maintain the Normative Availability as per the provisions of revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
			55% of MCR loading or installed capacity. Therefore, there may also be a provision of minimum offtake i.e 55% of the contracted capacity (in all the blocks of the declared capacity)	
113.	Clause 14.1.3	..... However, if the Utility does not schedule the full or part of Contracted Capacity, Supplier may sell the same through the power exchange in line with the applicable rules issued by the Ministry of Power.	Please clarify the rules referred in the said provision is Guidelines for operationalization optimum utilization of generating stations as per the requirement in the Electricity Grid-reg.	May please refer to the LPS Rules, 2022 issued by MoP.
114.	Clause 17.6	Upon occurrence of a Force Majeure Event after the Appointed Date, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.	Suggested Change: Upon occurrence of a Force Majeure Event after the Appointed Date, <u>shall be allocated and paid as follows</u> (a) upon occurrence of a <u>Force Majeure Event as per clause 17.2, the Parties shall bear their respective Force Majeure Costs</u> the Other events and neither Party shall be required to pay to the other Party any costs thereof.	No change is envisaged.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
			<u>upon occurrence of a Other Events as per clause 17.3, all Force Majeure Costs attributable to such Other Events shall be reimbursed by the Utility to the Supplier.</u>	
115.	<p>Clause 19.3.1</p> <p>Clause 19.3.2</p>	<p>Apart from the other payments to be made by the Supplier on er Default..... Fixed Charge that would have been due and payable for Normative Availability for a period of [6 (six) months]²² as if the Contracted Capacity.....</p> <p>Apart from the other payments to be made by the Utility on Utility Default,..... Fixed Charge that would have been due and payable for Normative Availability for a period of [6(six) months]²³ as if the Contracted Capacity.....</p>	Payment due to Termination of contract should be on equitable basis i.e. 5% of Contract Period for both Utility & Supplier	No change is envisaged.
116.	Clause 21.1	If as a result of Change in Law, the Supplier suffers an increase in costs	If as a result of Change in Law, the Supplier suffers an increase in costs or..... Change in Law	May please refer to revised Draft PPA.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		or..... Change in Law Rules, which is annexed hereto and marked as Annexure-2 to Schedule -F.	Rules, which is annexed hereto and marked as Annexure-2 <u>Annexue-1</u> to Schedule -F.	
117.	Clause 23.1	23.1.3 If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution under a Dispute Resolution Mechanism set up by the Appropriate Government.	Please define Dispute Resolution Mechanism and Appropriate Government? Further, before participation in the tender Bidders should have clarity how the disputes, if any, shall be addressed. Also, the said article related to Dispute Resolution should be aligned to SBD FOO.	May please refer to revised Draft PPA.
118.	Annex-I: Description of Coal-based Power Station (Pg no. 81)	..... ..... 5 Ramp Rates All Units of the Power Station shall be capable of increasing or decreasing their output (generation level) by not less than 3% (three per cent) per minute. Such capability shall at all times be demonstrated during the Unit load of 50% (fifty per cent) or more. 6 Each Unit of the Power Station shall have the	5 Ramp Rates All Units of the Power Station shall be capable of increasing or decreasing their output (generation level) by not less than 3 <u>1</u> % (three <u>one</u> per cent) per minute. Such capability shall at all times be demonstrated during the Unit load of 50% (fifty per cent) or more. 6 Each Unit of the Power Station shall have the capacity to ramp up from a cold start and reach full capacity within a period of 4 <u>8</u> (four <u>eight</u>) hours from the time of each start.	All technical parameters will be as per CEA Standards.

Response to the queries raised by prospective bidders for bidding under SHAKTI B (v)

Sr. No.	Clause No.	Existing Provision	Clarification Required	PFCCL Response
		capacity to ramp up from a cold start and reach full capacity within a period of 4 (four) hours from the time of each start.		
119.	Schedule G	<p>TRANSITION TO MARKET BASED DESPATCH</p> <p>From the market based dispatch transition date..... also be subject to the payment security mechanism in Article 13 of this Agreement.</p> <p>Provided that the time periods where the Supplier offers its capacity and gets cleared at market clearing prices which is below the Variable Charge determined as per this Agreement over the corresponding periods, shall not be subject to any further adjustments between the Supplier and the Utility.</p>	<p>From the market based dispatch transition date..... also be subject to the payment security mechanism in Article 13 of this Agreement.</p> <p>Provided that the time periods where the Supplier offers its capacity and gets cleared at market clearing prices which is below the Variable Charge determined as per this Agreement over the corresponding periods, shall not be subject to any further adjustments between the Supplier and the Utility.</p>	May please refer to revised Draft PPA.